

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603  
CA 94142-0603

San Francisco



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**ASBESTOS WORKER, HEAT AND FROST INSULATOR:**

**MECHANIC**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE,  
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES



INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS

Local No. 5 City Azusa State California  
Address 670 E. Foothill Blvd., Unit 2 91702-2628

June 24, 2009

Re: Collective Bargaining Agreement

Eric Fults,  
Western Insulation Contractor Association (WICA)  
1375 S. Acacia Ave., Ste A  
Fullerton, CA 92831

Dear Eric:

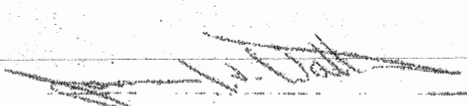
The members of Heat and Frost Insulators Local 5 voted and agreed to extend the Basic Agreement for one additional year. The Agreement originally expired on September 28, 2008, it was extended to June 28, 2009.

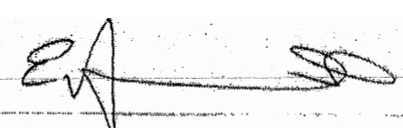
If agreed by WICA, the Basic Agreement will be extended one additional year, changing the expiration date to June 28, 2010.

By signing below, WICA agrees to the extension of the Agreement.

Thank you,

Agreed:

  
James W. Watkins,  
Business Manager, Local 5

  
Eric Fults,  
WICA President

**BASIC  
AGREEMENT  
BETWEEN  
SOUTHERN CALIFORNIA CHAPTER,  
WESTERN INSULATION CONTRACTORS ASSOCIATION**

**AND**

**LOCAL NO. 5,  
INTERNATIONAL ASSOCIATION OF  
HEAT AND FROST INSULATORS  
AND ASBESTOS WORKERS**

**EFFECTIVE AUGUST 2, 2004  
TO SEPTEMBER 28, 2008**

**R E C E I V E D**  
Department of Industrial Relations

DEC 07 2004

Div. of Labor Statistics & Research  
Chief's Office

**ARTICLE IX**  
**Travel Pay and Subsistence**

**Section 1 (Los Angeles):**

1. There shall be (2) recognized zones with the Los Angeles City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as "Exhibit A" and made a part of this Agreement.

Zone 1: 0 to 75 miles - No allowance

Zone 2: Over 75 miles - \$50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

**Section 2 (San Diego):**

1. There will be two (2) recognized zones radiating from the intersection of Broadway Street and U.S. Highway #163 in the city of San Diego. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as Exhibit "B" and made a part of this Agreement.

Zone 1: 0 to 30 miles - no allowance

Zone 2: Over 30 miles - \$50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

3. Zone 1 (the free zone) is expanded to include the area bounded by a 22 mile arc drawn from Oceanside Boulevard and the "5" Freeway and intersecting the current San Diego free zone and the Los Angeles free zone as depicted on the map mutually agreed upon between the Employer and the Union. This map shall be a part of "Exhibit B" as referenced in the Article IX, Section 2, subsection 1 above

Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

### **Section 3 (Bakersfield):**

1. There shall be two (2) recognized zones with the Bakersfield City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union.

Such map is designated as "Exhibit C" and made a part of this Agreement.

Zone 1: 0 to 75 miles - no allowance

Zone 2: Over 75 miles - \$50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the Job.

2. Bakersfield is considered a resident area for employees who reside, for a minimum period of ninety (90) days within the city limits of Bakersfield, or within an area bounded by a radius of twenty (20) miles beyond such city limits. Such resident employees shall be paid the travel pay and subsistence provided in this Section 3. All other employees assigned to work within the Bakersfield zone area designated in Exhibit C shall be paid the same travel pay and subsistence allowance as provided in Section 1 above for work in Zone 2 outside Los Angeles.

3. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

Where free parking is not available within one half ( $\frac{1}{2}$ ) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

### **Section 4 (Boundaries):**

Jobs falling on the radius line of any zone shall be considered as in the next higher zone.

### **Section 5 (Days Not Worked):**

An employee working in Zone 2 (Los Angeles), as defined in Section 1 above, or in Zone 2 (San Diego), as defined in Section 2 above, or in a Bakersfield zone area where the Los Angeles Zone 2 travel pay and subsistence allowance is applicable, shall be paid subsistence pay for (1) a holiday not worked in the zone if such holiday occurs on Tuesday, Wednesday or Thursday of the workweek and if the employee works both the days immediately preceding and following the holiday, and (2) for any day when such worker is required by the Employer to remain out of town, but not working, due to reasons beyond his control such as inclement weather.

### **Section 6 (Transportation Facilities):**

Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to Job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.

### **Section 7 (Subsistence Jobs):**

The Employer may schedule its employees four (4) days a week, ten (10) hours a day on full board and subsistence Jobs.

5. An employee driving a paste wagon shall receive the same rate of pay as Journeymen and shall receive subsistence in the amount set forth in the highest paid zone and shall be covered by all the terms and conditions of this Agreement. The rules governing the use and operation of paste wagons shall be as follows:

- (a) The vehicle to be used will be a pickup or van type;
- (b) The vehicle shall be the property of or leased by the Employer and shall not be the property of or leased from an employee;
- (c) Loading and unloading shall be in accordance with Article II of this Agreement;
- (d) The operator of the paste wagon shall be in charge of not more than one other employee;
- (e) The operator shall be paid travel expenses based on the highest zone in which the operator works during the day;

(f) All paste wagons shall have permanent signs or mutually agreed-to identification including the company name or contractor license number.

**AMENDMENT DATED SEPTEMBER 7, 2006  
TO SECOND AGREEMENT TO EXTEND MEMORANDA OF  
UNDERSTANDING AND AGREEMENT TO INCREASE CONTRIBUTIONS**

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF ASBESTOS WORKERS agree to amend the Second Agreement to Extend Memoranda of Understanding and Agreement to Increase Contributions (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

The contribution to the Define Benefit Pension for the period January 1, 2007 until December 31, 2009 shall be as follows:

Begin Date	Current Hourly Contribution Rate	Wage Reallocation	Employer Contributions	New Hourly Contribution Rate
January 1, 2007	\$2.36	\$0.40	\$0.20	\$2.96
January 1, 2008	\$2.96	\$0.40	\$0.20	\$3.56
January 1, 2009	\$3.56	\$0.40	\$0.20	\$4.16

The increases shall be paid for by a reallocation and deduction from the current wage package and new employer contributions.

**WESTERN INSULATION  
CONTRACTORS ASSOCIATION  
CENTRAL LABOR COMMITTEE**

WESTERN STATES CONFERENCE OF  
ASBESTOS WORKERS

*San Carlos*

*John W.*

*Joe D.*

*Ted B.*

*Gentle Ben*